

Regular City Council Meeting

August 26, 2019

Agenda

7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of City Council Minutes: August 12, 2019
Approval of Bills: None
Approval of Agenda

Public Comment

Discussion- Downtown

I. New Business

- 1. Parks and Recreation Communication Board**
- 2. Emergency Purchase of Extrication Equipment (Jaws of Life)**
- 3. Budget Amendment Capital Equipment Fund**
- 4. New IT Company**
- 5. Michigan Seamless Tube Presentation/Approval**

II. Budget

III. Manager's Report

IV. Public Comment

V. Council Comments

VI. Closed Session: "Closed session pursuant to Sections 8(e) and (h) of the Open Meetings Act, MCL 125.268e and (h), at the request of the City Manager to conduct performance evaluation.

VII. Adjournment

Please see reverse side for rules of conduct for public comment at City Council meetings

City of South Lyon
Regular City Council Meeting
August 12, 2019

Mayor Pelchat called the meeting to order at 7:30 p.m.
Mayor Pelchat led those present in the Pledge of Allegiance.

Present: Mayor Pelchat, Councilmembers Kennedy, Kivell, Kurtzweil, Parisien and Richards
Also, present: City Manager Zelenak, Lieutenant Baaki, Department Head Varney, Fire Chief Vogel,
Attorney Wilhelm and Clerk/Treasurer Deaton
Absent: Councilmember Walton and Chief Sovik

CM 8-1-19 MOTION TO EXCUSE ABSENCE

Motion by Kurtzweil, supported by Richards
Motion to excuse absence of Councilmember Walton

VOTE: MOTION CARRIED UNANIMOUSLY

MINUTES- July 22, 2019

CM 8-2-19 MOTION TO APPROVE MINUTES

Motion by Kivell, supported by Parisien
Motion to approve minutes as presented

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

CM 8-3-19 MOTION TO APPROVE BILLS

Motion by Kivell, supported by Kennedy
Motion to approve bills as presented

VOTE: MOTION CARRIED UNANIMOUSLY

AGENDA

CM 8-4-19 MOTION TO APPROVE AGENDA

Motion by Parisien
Motion to approve agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

1. Witch's Hat Brewing 2019 Fury for A Feast

Motion by Kennedy, supported by Kivell
Motion to approve consent agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

8/12/19

Ryan Lare of 716 Grand Court stated he is running for Mayor and he is having a meet and greet at the Java House on August 19th and a meet and greet at the Third Month Brewery on September 17th. He hopes everyone will attend. He stated he was interviewed by the Oakland Times and it is on his Facebook page. Mr. Lare then stated he was very sorry to hear about the monuments that were destroyed at the Cemetery. He hopes all the stones are repaired and the families are happy, those are people's homes and their final resting places, they should be treated with respect.

Judy Keeling of 62180 Arlington stated she understands there is a company that does the assessing for taxes. She stated the summer taxes seem very high and people are being charged as much as if they lived in a brick house, they don't own the property, just the condominium. She stated she hopes Council will look into the assessments and help the residents at Colonial Acres.

DOWNTOWN

Bob Donohue stated the plans for 135 E Lake was approved by the Planning Commission and they are moving forward. He stated they are hoping to have the project completed by next summer. They will be coming to the City for interior demo permits this week.

Mr. Donohue stated the DDA law, public act 57 of 2018 was changed and now requires 2 public meetings to discuss DDA plan, budget and projects. We plan on having the meetings on October 10th at 8:00 a.m. and a meeting on Monday November 4th at 7:00 p.m.

Councilmember Richards asked if he had any information on where the Veterans Monument was going to be in the parking lot of the Depot, he said they wanted to see some drawings and final site plan. Mr. Donohue stated the Historical Society already approved the final site plan and a parking lot was never part of the plan.

Councilmember Kurtzweil stated our State Representative Runestad is reviewing a plan regarding a tax credit for buildings over 50 years old. She stated Jim Runestad is very much for historical preservation. Mr. Donohue stated he is aware of it and supports it, and the Michigan Historic Preservation proposed that. He stated it can be bundled with a federal tax credit as well.

Councilmember Kurtzweil stated she had a lot of people comment to her about the butterfly painted on the Corner Café building when she was at the Motorfest event. Mr. Donohue stated that has been there for many years. It fades, then someone repaints it. Dayna Johnston was the last person to paint it. He stated there is discussion going on with planning commission, and the cultural arts commission regarding the painting of murals.

Councilmember Kurtzweil stated a business owner contacted her about platform dining. Mr. Donohue stated there was some discussion when he first started. He stated he, Chief Collins and Chuck Keller from the Road Commission had discussions and they thought due to the narrowness and traffic counts on Lake Street and Pontiac Trail, they decided not to proceed with it. He stated he understand some other high traffic towns are successful with platform dining, he thinks there could be controversial, some people think they are unsafe.

Councilmember Kurtzweil stated there was also a lot of talk about a new business moving into Draft House. She stated she called the real estate company, and the cost seems very high for what needs to be done on that property because of the work it needs. They are being unrealistic. She stated she recalls seeing kitchen equipment being removed, so if someone buys it as a restaurant/bar, they will have to make a substantial investment to even get a kitchen put in there. She stated if someone thinks they are going to just put up a coat of paint, the residents of this City will not forget the horrible condition it was. We should be commanding top restaurant tiers, whoever is coming in, is going to have a lot of competition. Mr. Donohue stated until someone comes into City Hall to ask for permits, it is all talk. He

8/12/19

stated because it has been closed for 12 months, it opens it up for the City to discuss the transfer of the liquor license. He stated if someone does lease/buy it, they will have to deal with the liquor license issue as well as dealing with the building department. He stated he is honest with telling people how the last business operated and the issues with the health department. Councilmember Kurtzweil stated she feels responsible for the businesses that come into this community. She remembers being served with plastic silverware because they had no hot water. Councilmember Kivell stated he is happy to have a new business come to that corner. He stated each time someone opens the door it can be a new beginning. He stated that location has a chance to be reinvented. He thinks it is our duty to create an environment that allows them to be successful. Councilmember Richards stated he went by there today, and the door was unlocked and there was vinyl over the windows, so someone was in there. He stated he hopes something happens with the building. Mr. Donohue stated we have many restaurants that want to come into town, but we don't have the space available. We could have 3-4 top notch, upscale restaurants in town, but we don't have the space.

NEW BUSINESS

1. Resolution to approve an extension of time limit in paragraph 4(a) of the Conditional Rezoning Agreement for 825 W Lake St.

Attorney Wilhelm stated this is a technical issue. The City and LV Holdings came into a conditional agreement and the time limits are allowed by statute. He stated the time limits are added to make sure the property doesn't languish rather than developing. He stated the developer is here and he is ready to go. Bob Langan of 128 N Center Street, Northville stated he is in the process of fully funding the project and they are forging ahead full boat. Councilmember Kivell stated the 8-month approval was originally asked for by the developer. It is normally 12 months, so he has no problem with this. He is happy this is moving forward as quickly as it has, and he likes the improvements to the designs. He stated he is looking forward to this moving forward. Councilmember Richards questioned Mr. Langan about his family. Councilmember Richards stated he voted in favor of this last time, but not this time. There is a lot of things he hasn't told them. He questioned the LV Holdings Company name and who is involved with it. He then stated when there are too many partners, then nothing gets done. Mr. Langan stated that is not his plan, he has used his own money. Councilmember Richards then questioned Mr. Langan on his family's past business. Councilmember Richards stated he spoke with people in Lyon Township and when it was known their sewer/water system wasn't going to reach to the property at Dixboro and 10 Mile, then you wanted to be annexed into the City. Councilmember Richards then stated that property is 1000 feet from the nearest connection to sewer/water. He stated we aren't obligated to give that to him and he should pay for it. He doesn't think its feasible. He stated history has shown you have plans and nothing gets done. He then stated he just wants to knock trees down. He stated he has reservations on the sincerity of this. He stated he won't vote for it this time because he hasn't been completely truthful. Mr. Langan stated there are 9 mature walnut trees along Dixboro. He has a total of 15 trees. He stated the value of the trees are very valuable. We decided to keep 9 of the 15 trees. The Planning Commission was happy with that number. He stated the site is heavily landscaped to address any neighborly property concerns. He further stated he has no history of saying one thing and doing another. He then stated he has a personal plan with money and financing that he will be a principal of this company and build and develop and own this project, and he goes on record to say that. Councilmember Kurtzweil stated she knows of Mr. Langan and her firm represents developers at times, and she wishes she represented his company. She stated there are misunderstandings the way developers work. She stated sometimes builders will purchase property, but hold onto it depending on the economic times. She further stated the public isn't privy to the business model the builders are using for their business. She then stated he has an approved plan from the Planning Commission and the funds to ensure the property is developed. Mr.

Langan stated again, it is his aim to complete this as soon as possible. He further stated he has 1 year to begin the building permit, and a year and a half to get the C of O. Councilmember Kivell stated he has 3 years to complete the project, what is the leverage if it isn't completed. Attorney Wilhelm stated the agreement states the rezoning would revert back to the original zoning if it isn't completed. He further stated this agreement was meant to keep the developer on a time schedule so the property doesn't languish. Further discussion was held regarding the time frame of the development being completed. Councilmember Kurtzweil asked how long until the land balancing will be done. Mr. Langan stated it should take up to 3 months. Councilmember Richards stated that property is 4.4 acres. Mr. Langan stated he believes it is 4.65 acres. Councilmember Richards stated he is 1,000 feet from water and sewer trunk line. Mr. Langan stated his civil engineer has stated this design includes adequate services within closest enough proximity to move forward with it, and they have engineering construction cost estimates and he trust the people he pays to consult with him. Councilmember Richards then asked if he intends on purchasing the property next to this property. Mr. Langan stated that is swamp land and is regulated by the State of Michigan and he cannot build on that.

CM 8-5-19 MOTION TO APPROVE EXTENSION OF REZONING AGREEMENT

Motion by Kivell, supported by Kennedy

Motion to approve the resolution approving LV Holding, LLC's timely request to extend the time limit for final site plan approval in paragraph 4(a) to one year from the date of the Conditional Rezoning Agreement for the real property located at 825 W Lake Street (21-30-126-005) and authorizing the City Manager to sign an extension letter agreement to that effect

VOTE:

MOTION CARRIED- 1 OPPOSED

2. Resolutions to adopt and implement a local agency pavement warranty program

Attorney Wilhelm stated this is driven by the state statute. He stated it applies to two million dollars of paving components that involved state or federal funding. He stated the City has not had projects with that level of funding, but it is required. Councilmember Kivell stated he thinks this is counterproductive, it is a federal mandate that is pushed upon us, and we are left picking up the pieces financially. He stated the pavement can fail within 5 years, and in the meantime, you have added to the costs. Attorney Wilhelm stated many communities elect not to use a warranty for that reason. He further stated the rationale is to create a uniform system so contractors and communities have a structure to deal with problems that may come up. Councilmember Richards asked if we are assured that HRC will be monitoring the batch mix of concrete or asphalt on our streets. Attorney Wilhelm stated this is an administrative program for implementing a state setup or warranty program.

CM 8-6-19 MOTION TO APPROVE WARRANTY PROGRAM

Motion by Kivell, supported by Kennedy

Motion to adopt the resolution a local agency pavement warranty program as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

CM 8-7-19 MOTION TO IMPLEMENT WARRANTY PROGRAM

Motion by Kivell, supported by Kennedy

Motion to implement a local agency program as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

3. UV System Completion- Bank 2. Bank 1 already approved and completed

City Manager Zelenak stated the Wastewater Treatment plant is requesting to purchase UV modules and ballasts to complete the renovation that has already started, and is 50% complete. The UV disinfection system is designed to disinfect the treated wastewater to meet our permit requirements stated in DEQ (EGLE) He stated the total cost is \$22,299.00 and it is in this budget, line item 592-557-970. He stated they are also asking to waive the bid process because there would be no advantage to the City.

CM 8-8-19 MOTION TO WAIVE BID PROCESS

Motion by Kennedy, supported by Parisien

Motion to waive Sec. 2-224 of the City of South Lyon Code of Ordinances, "approval for purchases or contracts over \$2,000.00; competitive bidding for purchase or bidding over \$5,000" because "no advantage to the City will result" from competitive bidding

VOTE: MOTION CARRIED UNANIMOUSLY

CM 8-9-19 MOTION TO APPROVE PURCHASE

Motion by Kennedy, supported by Parisien

Motion to approve the purchase of the final bank of lights and ballasts for \$22,299.00 to render this UV renovation project complete

VOTE: MOTION CARRIED UNANIMOUSLY

4. Purchase of concrete scarifier

City Manager Zelenak stated the Department of Public Works is requesting to purchase a concrete scarifier to prepare for line striping and grinding and leveling potential trip hazards on City sidewalks. This piece of equipment qualifies for grant funding through MMRMA program up to 50%. He stated the total cost is \$5,258.00 and it refers to line item 440-715-977.

CM 8-10-19 MOTION TO APPROVE THE PURCHASE EDCO SCARIFIER

Motion by Kennedy, supported by Kurtzweil

Motion to approve the purchase of the EDCO concrete scarifier for \$5,258.00

VOTE: MOTION CARRIED UNANIMOUSLY

BUDGET

Councilmember Kurtzweil stated the letter from Plante Moran dated July 24th states they have found an overstatement of revenue balances. She stated that is pretty significant. Councilmember Kurtzweil asked if the department heads could have real time access to the budget instead of having to meet with the finance administrator. City Manager Zelenak stated everyone gets a copy of the current numbers and expenditures on a monthly basis. He stated they review that before they ask for a purchase and verify that with the finance administrator. Councilmember Kurtzweil then asked why we don't allow the department heads to have real time access to the budget in a read only mode. She further stated she has spoken with other communities and it helped their department heads to have real time access to the budget. City Manager Zelenak stated the real time potentially could change on a daily basis. He further stated we can review this policy in the future if necessary. Councilmember Kivell asked what is the benefit of that. Councilmember Kurtzweil stated it works very well for other communities and it gives them a more understanding of where they stand with their expenditures. Councilmember Kivell stated nothing is going

to end up being a spur of the moment decision that isn't going to be reflected. The position of where they are now will not end up changing that they cannot act on something that may be an emergency.

MANAGER'S REPORT

City Manager Zelenak stated the new well has been installed and tested at McHattie Park and the next phase will be to connect the pump and build a well house structure.

City Manager Zelenak stated Plante Moran is currently gathering information and conducting a review of our financial information. There will be an audit presentation in September or October. He then stated we have engaged with Plante Moran to conduct a water and sewer rate analysis. The purpose is to analyze our cost structure to determine our future rates so we can make the necessary improvements and repairs to our water and sewer infrastructure.

City Manager Zelenak stated we are preparing to demo the old SLARA building as well as the building in McHattie Park. We are currently engaging with a contractor to first to do an asbestos inspection to determine the extent of asbestos in each building and what removal methods may be required.

City Manager Zelenak stated the DPW staff and office personnel have been identifying the stones that were damaged at the Cemetery last Thursday. He stated we went out and took pictures of all the stones that were damaged. The office staff have fielded hundreds of calls from concerned family members of loved ones that are in the Cemetery. He stated he is having discussions with our insurance company regarding the damages that occurred. He stated there were some good Samaritans that began setting the stones back up which we had asked people not to do because we were worried about further damage. Inch Memorials came out to give us an estimate and they have already begun repairing many of the stones. He stated they deserve a huge thank you. They have done a great job and have been a great service to the City. City Manager Zelenak stated he has received information that a law firm in town is offering a \$500.00 reward for information related to the person or persons that did the damage. He stated we have discussed security at the cemetery but we will not discuss what that will be.

Councilmember Parisien stated we discussed having ipads or surface pros in the past to cut back on the paper flow, where are at with that. City Manager Zelenak stated the first estimates he has gotten is approximately \$800 per tablet. He stated not all councilmembers are interested in using tablets. City Manager Zelenak stated he will look into this further and get firm numbers. He further stated this wasn't budgeted for in this year's budget, but Council may make a budget amendment if they choose to.

PUBLIC COMMENT

Ryan Lare of 716 Grand Court stated Councilmember Richards comments to Mr. Langan was deplorable. He stated the gentleman seems to be very intent on doing what he is doing, and when you have another Councilmember asking you to cease your comments isn't right because you are attacking that man. He further stated if he becomes Mayor, he will make sure that doesn't happen again. He then stated the Planning Commission approved his project. He asks that he show respect to people at the microphone.

Chief Vogel stated the bathrooms and locker rooms are done and they look great.

Chief Vogel stated there was a fatality accident in the City Sunday night. He further stated they had a major piece of equipment fail. It is catastrophic. He stated luckily Green Oak Township has an extra jaws of life unit they are allowing us to use. We tried to contact the manufacturer, but they have gone out of business. He stated they took it to Cougar Motor in Novi, but they said it was completely shot. He further stated we are lucky Green Oak has an extra. Chief Vogel stated he will have an update in 2 weeks. Chief Vogel stated if we buy a demo set with a new battery pack would be \$19,000. He stated a brand new one would be \$28,000. Councilmember Kurtzweil stated this is one reason why you keep a

general fund balance. Chief Vogel stated he will work with the City Manager to see what we can do with this. City Manager Zelenak stated we will expedite this and bring more information back to Council.

Lieutenant Baaki stated we are asking if anyone has any information about the vandalism to please contact the South Lyon Police Department.

COUNCIL COMMENTS

Councilmember Kennedy stated he was there last week with the City Manager looking at the damage that had occurred, to say it was disheartening is probably an understatement. Obviously, there is a lot of emotion centered on the cemetery and the headstones. He stated the silver lining in part of the cloud is that it didn't appear that any of the headstones had cracked in half as a result of being toppled. He stated he was there later with Inch Monuments who did a great job of repositioning and adhering them to the bases. It looked like most of them were in pretty good shape. It's unfortunate that in a lot of cases there were small statues and other mementos that the families had left at the gravesites that were destroyed and are basically irreplaceable. That is unfortunate and obviously those items meant a great deal to the families. Hopefully we'll find the individuals responsible and take the appropriate action. He further stated he was on site with Inch Monuments and there was a three-man crew and two trucks and they spent the better part of half of a day addressing the issues. It looked pretty good when they were finished. Councilmember Kennedy stated the Salem-South Lyon District Library will be holding its Gigantic Book Sale from Tuesday, August 20 through Saturday, August 24. He further stated everyone should come out early for the best deals and selection and restock your bookshelves.

Councilmember Kennedy then reminded everyone that summer is not over yet. This Friday the 16th, we will be showing The Lego Movie 2 – The Second Part. So, bring your family out and have a great time. Councilmember Kennedy stated on that same night on the other side of McHattie Park in the Historical Village, this week's concert in the Park will feature Rich Eddy's Rockin' Oldies Band. This group is always a crowd pleaser so come out this Friday at 7:00pm for some great entertainment.

Councilmember Kennedy stated that while regularly attending the concerts, he has had an opportunity to discuss the Veteran's Memorial that's planned for the park. He stated he has spoken with a lot of folks about the memorial and answered a lot of questions from both residents and nonresidents alike. They are excited about it and looking forward to it.

Councilmember Kennedy stated there is one individual in particular that was extremely interested in it. Mrs. Tamra Ward, who is the Administrator at Abbey Park, was so interested and supportive of the effort that she has contributed \$1,000 on behalf of Abbey Park toward the memorial's construction. He then thanked her and Abbey Park for their generous contribution. He then stated this is just another example of the strong sense of community we have here in South Lyon, where people pull together and help one another whether they live within the City boundaries or not. We are truly one community.

Councilmember Richards stated he is all for the Fury for the Feast but he would like Mr. Cottingim to not block the parking lot in front of the museum because they are open on Saturday between 1:00 and 4:00.

Councilmember Richards stated he has been inside 111/113 Lafayette and he has taken some pictures and they are working primarily on the upstairs. He stated it will be a great victory.

Councilmember Richards stated there is a new parking lot paving by Exquisite Kitchens. It looks beautiful.

Councilmember Richards stated interior renovations at the Providence Center looks beautiful, it cost about a half a million dollars.

Councilmember Richards stated the exterior façade was approved by the Planning Commission for 135 Lake Street. He spoke with the owners after the meeting and gave them a few heads up on things.

Councilmember Richards stated during the course of the well digging in McHattie Park, the hydrologist was on site and they can radar the water flow underground which is 127 feet down. The water rate was 1,000 gallons a minute and they measured it at 1,400 gallons a minute.

Councilmember Richards stated the South Lyon Recreation Authority event is this Wednesday and there will be free things for children to do. It will be wonderful.

Councilmember Richards stated they are having a Depot Day meeting tomorrow morning at the Freight house.

Councilmember Richards stated he understands the demo for the 2 buildings have been budgeted for, but he is hoping we can save the trees by the building in McHattie Park.

Councilmember Kurtzweil stated if anyone knows anything about the destruction at the Cemetery to please say something. Councilmember Kurtzweil stated your friends aren't worth it, more people will respect you by the people who really count, such as your family and your community. She further stated she heard on the radio an excuse, its summertime and the kids have nothing to do. That was a disgusting excuse. Boredom is not an excuse to do damage to another person or property. She further stated she read an article dated February 14, 1988 from the Los Angeles Times, they were talking about boredom not being an excuse. A Police investigator in the article described boredom being the reason 3 youths made a pipe bomb that killed one of the youths last July. Whoever hit 16-year-old Jennifer Pratt with a 2x4 in the back of her head as she rode on back of her boyfriend's motorcycle hasn't been caught, but many in the community believe it was bored and partying high school students. When several athletes were arrested on assault charges, one of the mothers stated they have no where to go except unsupervised parties. Councilmember Kurtzweil stated none of these are excuses. She hopes the person that made that comment rethinks what they said because you are expressing a value system that is not consistent with the values in our community.

Councilmember Kurtzweil thanked Jim Runestad, our newly elected representative for including South Lyon in the Family Fun and Festival Guide. It includes our Memorial Day Parade, Depot Day, South Lyon Farmers Market and Pumpkinfest. She stated this guide goes all over the State of Michigan.

Councilmember Kurtzweil thanked the Police and Fire Departments for making a lot of kids happy during the Hidden Creek block party last week. She stated she wants to promote block parties; you learn a lot about your neighbors and it was an old-fashioned time when you sat down and discuss what is happening in everyone's lives. We are missing that kind of connection in this day and age. Get away from social media and get back into just having some conversations with people.

Councilmember Kurtzweil thanked Doug Cook and his wife as well as all the sponsors that made Motorfest a great event. She then thanked the Cooks for their dedication to our City.

Councilmember Kurtzweil then welcomed Julie Paquette who is a new Attorney in South Lyon, she has evening and weekend appointments and she does wills, trusts and POA's.

Councilmember Kurtzweil thanked Tamra Ward for her donation and stated we are \$1,000 short so if anyone can donate, please do.

Councilmember Parisien stated she wants to remind everyone to volunteer, we have Pumpkinfest coming up as well as other commissions.

Councilmember Parisien stated she has received many phone calls about the candidates for the November Election. She stated everyone should do their homework. She stated look at their Facebook pages, go to the meet and greets. See what candidates are coming to the meetings that are paying attention, you want candidates that will advocate for residents. She further stated the candidates should visit the downtown businesses, it isn't all about the residents, our downtown is very important. She further stated we have candidates that are currently on Council, you can watch past Council meetings and read newspaper

articles to see who works well with one another, who is propelling this community forward and who is an obstructionist.

Councilmember Kivell stated he can't extend enough gratitude to Inch Memorials for taking care of our Cemetery as they did. They went above and beyond. That was a very calming response to some people. He further stated our Cemetery is well maintained and you can see the historic names that are on street signs.

Mayor Pelchat stated we need an alternate for the ZBA board. This is the perfect opportunity for someone who has been thinking about getting involved.

Mayor Pelchat stated he attended the Mayor's Association summer workshop in Bay City. He stated there were a lot of good ideas passed along and he met a lot of great people that represent other communities.

ADJOURNMENT

CM 8-11-19 MOTION TO ADJOURN

Motion by Kurtzweil, supported by Kennedy

Motion to adjourn meeting at 9:16 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Mayor Dan Pelchat

Clerk/Treasurer Lisa Deaton

AGENDA NOTE

New Business # /

MEETING DATE: August 26, 2019

PERSON PLACING ITEM ON AGENDA: City Manager at the request of the Parks and Recreation Committee

AGENDA TOPIC: McHattie Park Communication Board

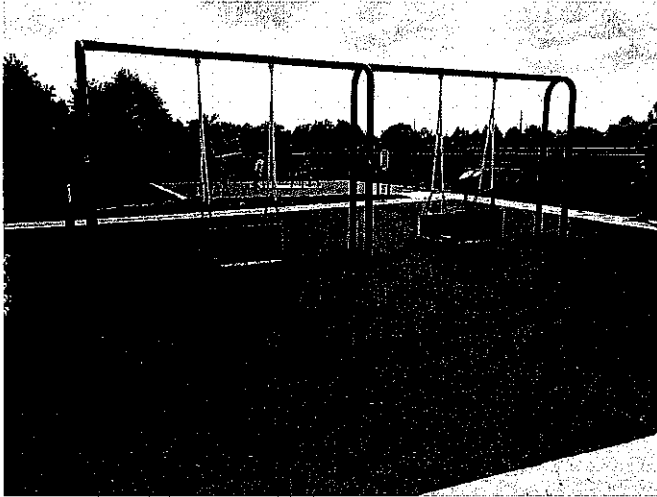
EXPLANATION OF TOPIC: We have received a request from the Parks and Recreation Committee to purchase a Communication board for McHattie Park. The attached Communication Board is in the same style as the Communication Board that is at the Early Childhood Center in South Lyon. They plan to use existing funds from the Lions Club fund which currently has a balance of \$19,622. They will also brief you on the progress of the Wheelchair swing. That fund has a balance of \$3,441.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Communication board information: including pricing, depiction of the board and location map. Acct. 101-690-978.

POSSIBLE COURSES OF ACTION: Approve or not approve the purchase and installation of the Communication Board for McHattie Park from Image 360 in the amount of \$675.00.

RECOMMENDATION: Approval to the purchase and installation of the Communication Board for McHattie Park from Image 360 in the amount of \$675.00.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase and installation of the Communication Board for McHattie Park Image 360 in the amount of \$675.00 from Acct. 101-690-978.



This two- bay arch swing with two wheelchair swing platforms were installed In Lake Orion's Friendship Park in 2014.

The Commission would like to install the two-bay arch posts with only one wheelchair swing leaving the other bay open for a different type of swing. The second swing will be determined in the future as funds become available.

The location of this structure is going to be across the path to the West of the existing swings. The path will be utilized to access the swing. This placement promotes inclusion of the wheelchair swing with the other swings in the park.

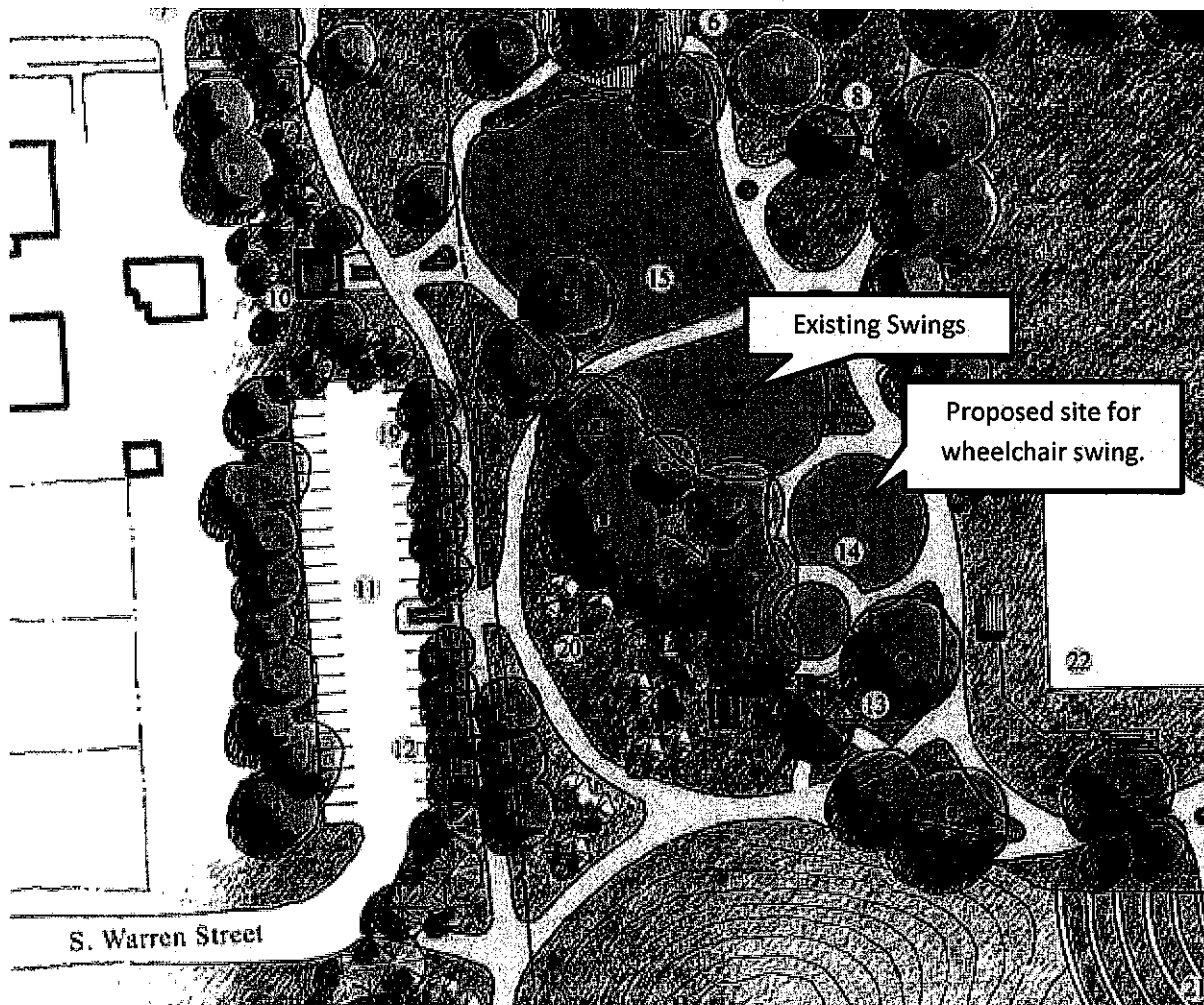


This picture provides perspective as to the size of the swing. The gentleman pictured has an arm span of approximately 6 feet across.



The expression on this young man's face says it all!

The cropped image from our current master plan shows the proposed placement for the two-bay arch post swing structure for the wheelchair swing



Below is a copy of the invoice containing the information regarding the swing, arch posts with two bays, and other items necessary for the installation. This is included to aid the bidding process.



All P.O.'s Contracts or Checks Payable to:
Superior Play, L.L.C.
889 S. Old US Highway 23
Brighton, MI 48114 USA

Proposal

Date	Proposal #
9/15/2014	14-618-4

Bill To:
Sister Souls Mark Brackon Sister Souls PO Box 728 Orion, MI United States

Ship To
MRC

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Mark Brackon			Payment at time of Order		LAS

Item	Description	Qty	Weight	Price	Total
382-408 581-604M Freight Install Install PIP	<p>Adult Swing Platform (32" W x 38" L) 3.5" OD Arch Post Swing/4-seat/Frame-only with Swing Hangers Sports Play Freight</p> <p>Professional Certified Installation including: ~Excavate a 1593 SF area to a depth of 9" and haul off site ~Install (2) bay arch swing w/ (2) wheel chair swings ~Install (5) independent reach panels and sign ~Provide 118 LF of 12" wide x 6" tall concrete mow strip ~Provide 1593 SF of crushed stone to a depth of 6" and prep for PIP ~Restore areas disturbed by construction Professional Certified Installation of we-saw</p> <p>Supply Poured in Place Rubber Surfacing 50/50 color @ 8' fall</p> <p>* Does not include prevailing wages</p>				

Ask about our "Customer for Life" maintenance agreement including
certified inspections and state required documents:
One year \$250; Two Year \$400; Three Year \$500

Proposal Good For 30 Days
Ship Via: Common Carrier
Please Call 24 Hours Prior To Delivery: _____

Signature below accepting this proposal will constitute a purchase order.








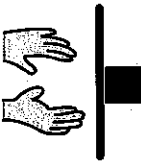




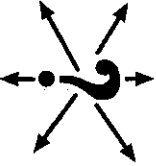


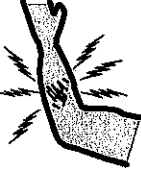




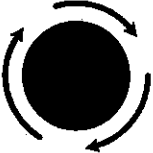



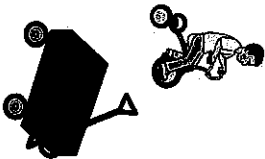



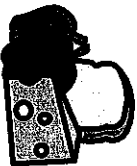



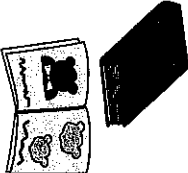
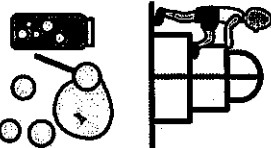






Subtotal

Sales Tax (0.0%)

Total

Accepted By Customer _____

Superior Play, LLC
889 S. Old US 23 Brighton, MI 48114
P: 810-229-6245 TF: 888-778-7529 Fax: 810-229-6256

no/not		stop		you		I	
who		look		help		want	
what		finished		like		go	
where		more		ready		ouch	
out		on		in		uh-oh	
turn				swings		climb	
		slide		run		sit	
food		water		walk		push	
books				special		bathroom	
happy		excited		frustrated		angry	



40400 Grand River
Suite I & J
Novi, MI 48375
(248) 478-5600

ESTIMATE

E-30711

www.image360novi.com

Payment Terms: Cash Customer

Created Date: 8/20/2019

DESCRIPTION: Post and Panel Sign

Bill To: City of South Lyon Parks And Rec.
335 S. Warren St.
South Lyon, MI 48178
US

Pickup At: Image360 - Novi
40400 Grand River
Suite I & J
Novi, MI 48375
US

Requested By: Jodi VanDuijn
Email: jk0126@gmail.com
Tax ID: TBD

Salesperson: House Image360 - Novi
Entered By: Matthew Keiser

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Post and Panel Sign	1	\$500.00	\$500.00
1.1	1/2" MDO - Double Sided MDO Print Part Qty: 1 Width: 96.00" Height: 48.00"			
1.2	4"x4"x10' Wood Post - Painted Posts Part Qty: 2 Width: 3.50" Height: 96.00"			
2	Installation in South Lyon	1	\$175.00	\$175.00
2.1	In House Installation -			
			Subtotal:	\$675.00
			Taxes:	\$0.00
			Grand Total:	\$675.00

Signature: _____ Date: _____

AGENDA NOTE

New Business 2

MEETING DATE: August 26, 2019

PERSON PLACING ITEM ON AGENDA: Robert Vogel, Fire Chief

AGENDA TOPIC: Emergency Purchase of Extrication Equipment (Jaws-Of-Life)

EXPLANATION OF TOPIC: The current extrication power unit had a motor failure August 9th. The motor is seized and unable to be repaired. Replacing the motor became difficult because local small engine repair shops refused to work on the specialize unit. The current models are aging and were due to be replaced in the 2021 or 2022 budget.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Three (3) bids and Hurst eDrualics brochure.

Apollo Hurst Demo Bid: \$26,500

Apollo Hurst New: \$32,000

First Due Holmatro: \$32, 215.03

POSSIBLE COURSES OF ACTION: Approve/Reject purchase of Hurst demo extrication tools from Apollo Fire Equipment Company for \$26,500. The Demo units come with a 10 year warranty and is \$5,500 cheaper than new.

RECOMMENDATION: Approve purchase of Hurst demo extrication tools from Apollo Fire Equipment Company for \$26,500.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the budget amendments and correction.

08/19/19

Scot McLeod, Rescue Tool Specialist
Cell: (586) 924-4052
smcleod@apollofire.com

Apollo Fire Equipment Company
Apollo Fire Apparatus Repair, Inc.
 12584 Lakeshore Drive, Romeo, MI 48065
 Phone: (800) 626-7783 Fax: (586) 752-6907

QUOTATION

QUOTE #: 08/15/19-1

DATE:	08/15/19
TERMS:	NET 30
F.O.B:	DELIVERED
VALID FOR:	120 DAYS
LEAD TIME:	45-60 DAYS

BILL TO: SOUTH LYON FD
ADDRESS:
ATTN: CHIEF ROBERT VOGEL

SHIP TO:	SAME
ADDRESS:	
ATTN:	

PHONE: 248-437-2616	FAX:	E-MAIL: firechief@southlyonmi.org
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QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1	271333000	HURST EDRAULIC SP333E2 SPREADER PKG	\$12,565.00	\$12,565.00
1	272788000	HURST EDRAULIC S788E2 CUTTER PKG	\$11,850.00	\$11,850.00
1	274085000	HURST EDRAULIC R421E2 RAM PKG	\$9,160.00	\$9,160.00
1	272085412	AC/DC CONVERTER PACK	\$760.00	\$760.00
1		YOUR DISCOUNT	-\$2,335.00	-\$2,335.00
			SUBTOTAL	\$32,000.00
Thank you for the opportunity to quote on your Fire Department needs.			SHIPPING	
			TAX	
			OTHER	
			TOTAL	\$32,000.00

Scot McLeod, Rescue Tool Specialist
Cell: (586) 924-4052
smcleod@apollofire.com



207 E KIPP RD, SUITE A
MASON MI 48854

FORMAL BID

Date	Quote #
8/16/2019	10388

**FOR ALL RETURNED ITEMS CUSTOMER IS
SUBJECT TO A 20% RE-STOCKING FEE**

BILL TO	Ship To
SOUTH LYON FIRE DEPT 217 WHIPPLE STREET SOUTH LYON, MI 48178	SOUTH LYON FIRE DEPT 217 WHIPPLE STREET SOUTH LYON, MI 48178

SIGNATURE REQUIRED FOR ORDER TO BE PLACED

SIGNATURE: _____ DATE _____

Rep

SS

Item	Description	Qty	Rate	Total
158.052.201	HOLMATRO GCU 5050i EVO 3 CUTTER	1	10,519.88	10,519.88
158.052.205	HOLMATRO GSP 5240 EVO 3 SPREADER	1	10,621.13	10,621.13
158.052.208	HOLMATRO GRA 4331 EVO 3 RAM	1	8,079.75	8,079.75
151.000.307	HOLMATRO EVO BATTERY 6.0 AH - 28V	6	607.50	3,645.00
150.182.209	HOLMATRO BCH 2 CHARGER GREENLINE 120V 28V DC (5.0 AND 6.0 BATTERY)	1	417.15	417.15
150.182.286	HOLMATRO BATTERY CHARGER 12-24 Vdc	1	417.15	417.15
DISCOUNT	DISCOUNT 5%		-1,685.03	-1,685.03
SHIPPING EXTRA	SHIPPING setup, prep and delivery		200.00	200.00

Subtotal \$32,215.03

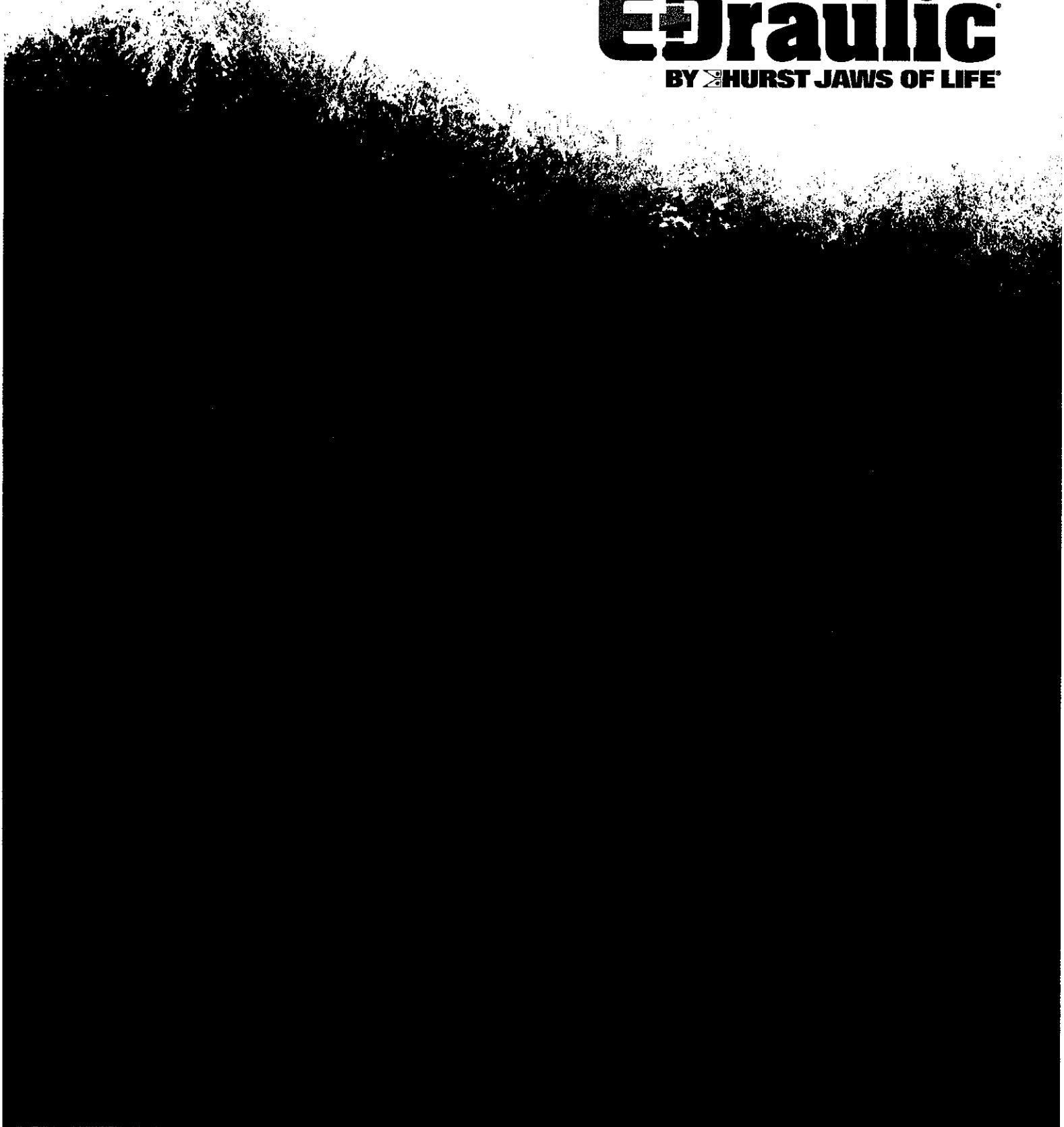
Sales Tax (0.0%) \$0.00

Total \$32,215.03

Phone #	Fax #
517-969-3065	517-969-3066

UNSTOPPABLE

E-Draulic
BY  HURST JAWS OF LIFE®





SP 333E2 SPREADER

part #: 271333000

**IT'S STRONGER, LIGHTER ON ITS FEET AND A
FLAT-OUT UNSTOPPABLE SPREADER.**

Our new eDRAULIC® spreader is 12% lighter, yet 20% more powerful than its predecessor. It's one of the strongest and most compact portable spreaders on the market. The SP 333E2 has squeezing plates built into the arms and "Shark Tooth" removable tips with a stubborn, unstoppable bite that won't slip. Its li-ion eDRAULIC battery keeps its charge, so you're never left without the power of this heroic tool at the wrong moment.

TECHNICAL SPECIFICATIONS

- Length: 35.6 in / 905 mm
- Width: 10 in / 255 mm
- Height: 11.2 in / 285 mm
- Weight: 38.1 lbs / 17.3 kg
- Spreading Distance: 23.6 in / 600 mm
- Max Spreading Force: 187,940 lbs / 836 kN
- Max Pulling Force: 12,589 lbs / 56 kN
- NFPA HSF: 14,162 lbs / 63 kN
- NFPA LSF: 8,768 lbs / 39 kN
- NFPA HPF: 9,667 lbs / 43 kN
- NFPA LPF: 5,171 lbs / 23 kN
- NFPA 1936 2015 Compliant: Yes
- IP Rating: IP54

FEATURES AND BENEFITS

- Increased power — 20% stronger than its predecessor
- Single integrated cylinder body design
- Squeezing plates built into the arms
- "Shark Tooth" removable tips offer multifunctional design, with four rows of shark-like teeth for maximum performance and gripping
- Each tool comes with two li-ion rechargeable batteries and one charger
- If needed, you can plug it in for unstoppable power with a 110V adapter

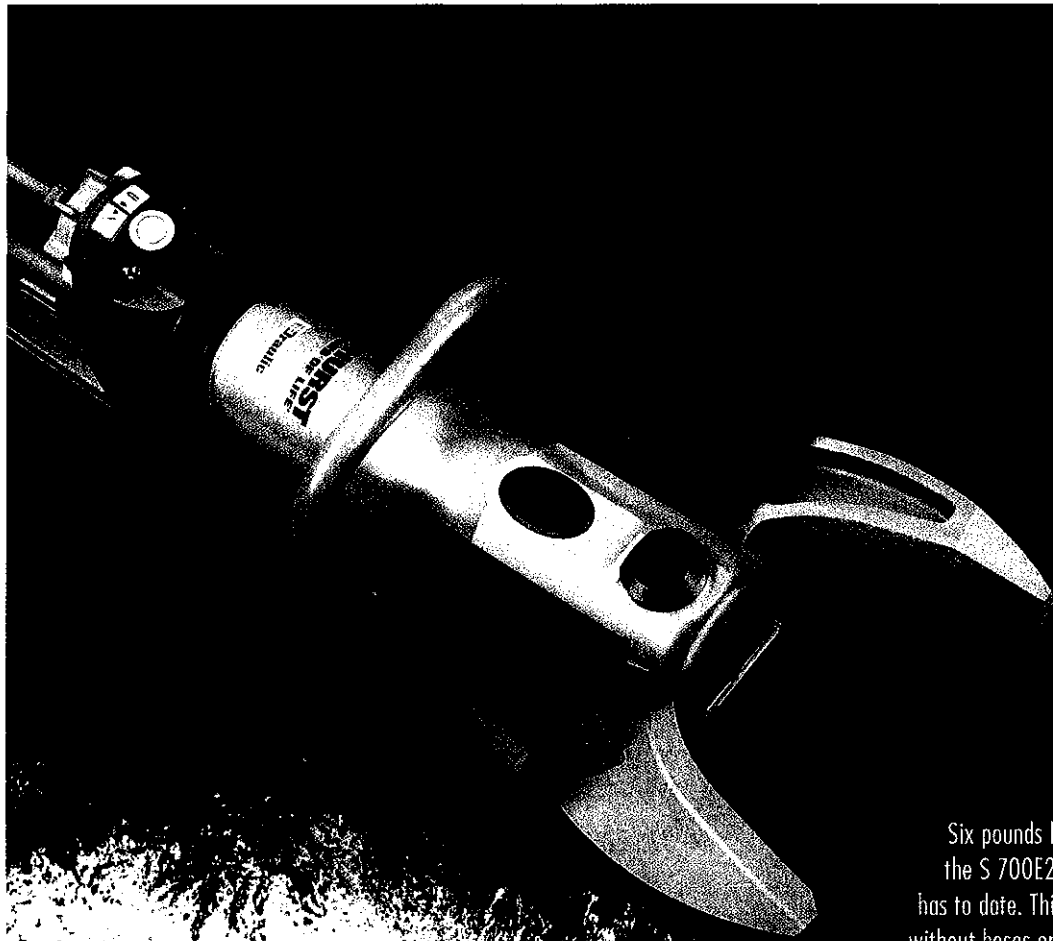
81-67-20



KSV11

Weight 29.3 lbs. (13.3 kg)

HURST
JAWS OF LIFE



S 700E2 CUTTER

part #: 272085000

SPEED AND POWER PACKED INTO ONE GAME-CHANGING CUTTER.

Six pounds lighter than its predecessor, and just as powerful, the S 700E2 is light-years ahead of anything the competition has to date. This battery-powered cutter performs heroic rescues without hoses or a power unit. It's designed to take on current as well as future vehicle construction. Plus, it has 77% more cutting force where you need it.

TECHNICAL SPECIFICATIONS

- Length: 36.2 in / 920 mm
- Width: 11.7 in / 296 mm
- Height: 10.3 in / 262 mm
- Weight: 49.4 lbs / 22.4 kg
- Cutter Opening: 7.6 in / 192 mm
- NFPA Cutter Rating: A8/B9/C8/D9/E9
- NFPA 1936 2015 Compliant: Yes
- IP Rating: IP54

FEATURES AND BENEFITS

- Highest cutting performance in the relevant work area
- Unique blade geometry with three distinct cutting angles
- Built for the high-strength steel of today's and tomorrow's vehicles
- Ergonomically designed star-grip permits tool actuation from almost any gripping position
- Each tool comes with two batteries and one charger
- If needed, you can plug it in for limitless power with the eDRAULIC® 110V adapter

HURST
JAWS OF LIFE

R 421E2 RAM

part #: 274085000

EXTENDS UP TO 53".

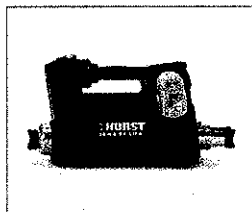
The R 421E2 is the industry's first battery-powered telescopic rescue ram. And while it is extremely compact, it offers enough strength to pack a powerful wallop. The newly designed, sharp claws at both ends can be rotated 360 degrees, enabling you to apply the ram effectively in almost any precarious situation.

TECHNICAL SPECIFICATIONS

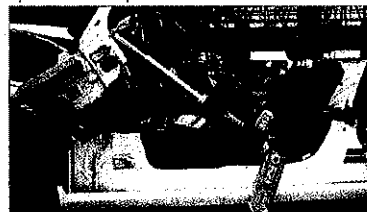
- Length Retracted: 23.5 in / 597 mm
- Length Extended: 53 in / 1,347 mm
- Width: 5.3 in / 135 mm
- Height: 12.3 in / 313 mm
- Weight: 41.9 lbs / 19 kg
- Stroke:
 - Piston 1: 15.2 in / 387 mm
 - Piston 2: 14.3 in / 363 mm
 - Overall: 29.5 in / 750 mm
- Max Pushing Force:
 - Piston 1: 28,600 lbs / 127 kN
 - Piston 2: 13,500 lbs / 60 kN
- NFPA 1936 2015 Compliant: Yes
- IP Rating: IP54

FEATURES AND BENEFITS

- Ergonomically designed star-grip permits tool actuation from almost any gripping position
- Weighs only 41.9 pounds, making it easy to maneuver
- Extended length of 53 inches, giving you a wider rescue opening
- Each tool comes with two li-ion rechargeable batteries and one charger



Optional Accessory



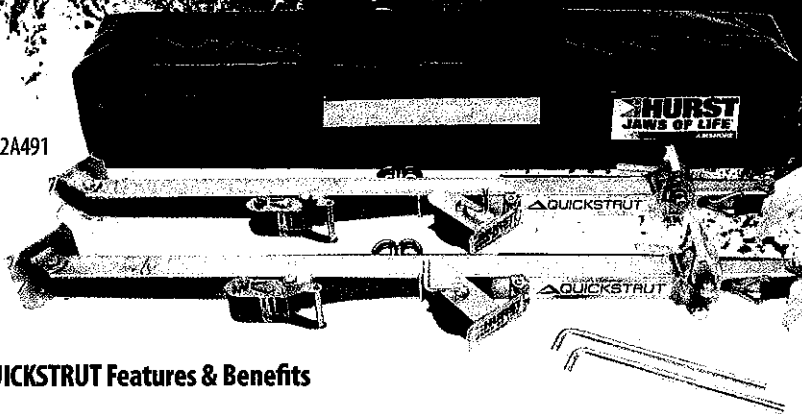
LRS-C Ram Support

Part #: 247R028

HURST
JAWS OF LIFE

HURST QUICKSTRUT & LSS SUPPORT SYSTEM

362A491



ACCESSORY KIT

- 2 - Cluster Hooks
- 1 - Accessory Bag
- 2 - Axle Straps
- 2 - Protective Sleeves

QUICKSTRUT Features & Benefits

- Easy handling: the robust design simplifies work, even under the most adverse external conditions. Mud, soil, sand and water don't affect the functionality of the system.
- Maintenance free: it doesn't require any regular maintenance. It just needs to be freed of any external debris after each use.

STRUT CAPACITY OF ONE SUPPORT (UP TO)	2,205 lbs. (1000 kg)
MAXIMUM BELT TENSION (UP TO)	2,205 lbs. (1000 kg)
DIMENSIONS: L X W X H	52 x 8.3 x 8.7 (1,340 x 210 x 220 mm)
WEIGHT (LBS/KGS)	75 lbs. (34 kg)

CONSISTS OF:	2 - QuickStruts
	2 - Adjustment Wrenches
	1 - Carrying Case
	10 x 11 x 54 in. (25.4 x 27.9 x 137.1 cm)
	Kit weight 75 lbs. (34 kg)
	Single Strut: 48" - 78" (122-200 cm)
	Single Strut: 28 lbs. (12.7 kg)

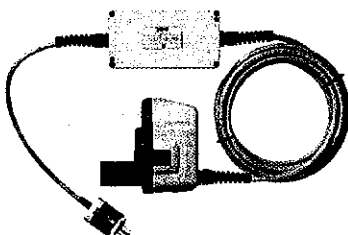
BATTERY ACCESSORIES



EXL Battery
272085410



DC BankCharger
272080910



110V Power Supply
272085412

EXTRICATION GLOVES

- 525R042** Medium
- 525R043** Large
- 525R044** Extra Large
- 525R045** 2X Large



Hurst Jaws of Life Extrication Gloves provide complete protection for rescuers' hands, without limiting range of movement and agility, courtesy of a glove composition that includes 40 percent Kovenex fibers.

HURST CUTTING TECHNOLOGY

The Science Behind Cutting Cars

With intuitive blade designs engineered to pull material from the vehicle, and leading ergonomic design, Hurst Jaws of Life® cutters are undeniably the best.

Years ago industry challengers began hyping “maximum cutting force” as the key selling point when comparing cutters. It was an inaccurate standard of — the more force, the better.

This focus on “maximum cutting force” has created confusion in the marketplace regarding how cutting forces are calculated, why advertised cutting forces may vary from National Fire Protection Agency (NFPA) guidelines, and how some manufacturers inflate cutting force measurements for marketing purposes. For true comparison of cutting capability rescuers should utilize the NFPA cutter ratings.

	A	B	C		D	E
MATERIAL CATEGORY	ROUND BAR	FLAT BAR	ROUND PIPE		SQUARE TUBE	ANGLE IRON
MATERIAL	A-36 Hot-rolled	A-36	Schedule 40 A-53 Grade B		A-500 Grade B	A-36
	Diameter	Thickness x Width	Nominal Size	OD x Wall Thickness	Dimension x Wall Thickness	Square Dimension x Thickness
PERFORMANCE LEVEL	(in.)	(in. x in.)	(in.)	(in. x in.)	(in. x in.)	(in. x in.)
1	3/8	1/4 x 1/2	3/8	0.68 x 0.09	1/2 x 0.06	1/2 x 1/8
2	1/2	1/4 x 1	3/4	1.05 x 0.11	1 3/4 x 0.06	1 x 1/8
3	5/8	1/4 x 2	1	1.32 x 0.13	1 x 0.08	1 1/4 x 3/16
4	3/4	1/4 x 3	1 1/4	1.66 x 0.14	1 1/4 x 0.12	1 1/2 x 3/16
5	7/8	1/4 x 4	1 1/2	1.90 x 0.15	1 1/2 x 0.12	1 1/2 x 1/4
6	1	3/8 x 3	2	2.38 x 0.15	1 3/4 x 0.12	1 3/4 x 1/4
7	1 1/4	3/8 x 4	2 1/2	2.88 x 0.20	2 x 0.15	1 1/2 x 3/8
8	1 1/2	3/8 x 5	3	3.50 x 0.22	2 1/2 x 0.19	2 x 3/8
9	1 3/4	3/8 x 6	3 1/2	4.00 x 0.23	3 x 0.19	2 1/2 x 3/8

In the Hurst Jaws of Life® testing lab, our engineers calculate force measurements based on known facts, and then conduct real-world tests with production-grade tools to verify the data. And finally, we make sure our products are tested, retested, and tested again, until we are completely certain they can handle even the toughest emergency rescues.

Cutting Force at the Right Point

Today's modern vehicles use highly advanced types of steel in their construction. These highly reinforced structures do not compress into a tight bundle like the A-Posts, Roof Rails and B-Posts of passenger vehicles built in the 80s and 90s. Instead, when the cutter blades make contact with the high-strength outer layer of steel in today's significantly larger posts, they are immediately up against the ultra-high-strength press-hardened Boron sheet metal and Martensite Boron Steel which lines the inside diameter of the structure. This means that when cutting large diameter posts on today's vehicles, maximum cutting energy is required at the tips of the blades at near full open position.



2005 Subaru



2011 Mercedes

These advanced types of steel do not cut. And, compression of these structures is limited, which results in fracturing at greater than half their original diameter.

AGENDA NOTE

New Business 3

MEETING DATE: August 26, 2019

PERSON PLACING ITEM ON AGENDA: Robert Vogel, Fire Chief

AGENDA TOPIC: Budget Amendments

EXPLANATION OF TOPIC: Budget amendment for FYE 2020

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Add an additional \$26,500 from the general fund to account 335.978 Capital Equipment for purchase of extrication equipment (Jaws-Of-Life).

POSSIBLE COURSES OF ACTION: Approve/Reject the proposed budget amendment

RECOMMENDATION: Approve the budget amendment and correction

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the budget amendments and correction.

08/19/19

AGENDA NOTE

New Business: Item # 4

MEETING DATE: August 26, 2019

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: New IT Company

EXPLANATION OF TOPIC: Research was conducted in preparation of securing a new IT Company that provided a more reliable and responsive service to our growing city at a reasonable price. Five companies were contacted. Three of the five IT companies gave quotes for providing services to the entire city; Visicom, Logicalis, and I.T. Right. I.T. Right services over 500 municipalities and came in significantly lower per year with unlimited repair and troubleshooting.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Cost and Benefit Excel Spreadsheet, company comparison document, contracts with Visicom and I.T. Right.

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the changeover to a new IT company.

RECOMMENDATION: Approve the new agreement and contract with I.T. Right for all city technological services.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the new agreement and contract with I.T. Right for all city technological services in the amount of \$35,500 per year, contingent upon City Attorney review and approval of the proposed I.T. Right contract.

08/20/19

Company Comparison

Visicom – Contract cost per year \$20,240 with a 3% inflation increase each year. Additional hardware and troubleshooting hours averaged \$33,500 per year over the last three years.

- 38hrs of support/labor per quarter are included in the contract. Of the 38hrs of support, four hours, twice a month are dedicated to onsite maintenance. The additional 14hrs left over are for remote troubleshooting for the entire city.
- Additional hours over the remaining 14hrs are billed at \$115 per hour.
- The amount of hours used for additional labor within the entire city has conservatively exceeded 200+ per year over the last three years.
- The Police Department did not pass their FBI Compliance Inspection due to security failures solely based on the encryption certificates Visicom is supposed to hold and are required by MSP and the FBI. Visicom was notified and has yet to remedy the basic encryption security standards. At this time, the Police Department is still non-compliant with the mandated MSP audit. Multiple efforts have been made to bring the Police Department back into compliance but Visicom is unable to provide the necessary security requirements.
- While pricing out hardware to replace outdated computers, Visicom refused to service the new hardware unless it was purchased through them which raised the project cost significantly.

I.T. Right – Contract cost per year \$35,500. Unlimited troubleshooting and maintenance are included in the yearly cost. There is no yearly inflation cost.

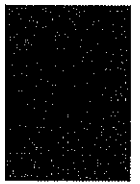
- I.T. Right currently provides services to 500+ municipalities in the State of Michigan including 250+ Public Safety Agencies.
- I.T. Right is recommended and vetted through Michigan State Police for their security compliance measures.
- The City currently needs to replace multiple servers within various departments. I.T. Right offers a zero labor cost if servers are purchased within the first year contract; which would save the city an estimated \$8,000 in labor alone for just the Police and City Hall servers and software.
- Some municipalities that currently contract their I.T. services with I.T. Right were contacted to assess their opinions on the services provided. They expressed their complete satisfaction with I.T. Right and explained their responsiveness to emergent needs as well as their proactive measures to a cities everyday needs.

Logicalis – Contract cost per year \$36,000. Unlimited level 1 support issues are included in the contract price.

- Offers 24/7/365 support.
- Level 1 support issues include password reset or very minor support issues that do not require more than a 15 minute resolution.
- Anything over a level 1 support issue is \$175 per hour with a 3hr minimum.
- Explained they did not have the staffing to allow someone to be onsite unless it was emergent.
- Unable to negotiate a better package to accommodate the City's needs.

Cost and Benefit

Company Name	Location	CJIS Compliance	Vetted w/ MSP	Notes
Lynx Technology Partner	Pennsylvania	Yes. Specifically explains on their website the certifications they hold and the need to be CJIS compliant before an Audit occurs.	No.	
Absolute Software	Texas	Yes. 911 Center in Southern Oregon explained the agencies problems and what the company did to resolve them.	Yes.	Sent a packet of their cost savings and Business Benefits but could not give a quote.
I.T. Right	Michigan	Yes. Handles approx 250+ police departments in Michigan and has been through the an extensive CJIS compliance background.	Yes.	Yearly Cost of \$35,500 for entire city. If servers are purchased in the first year, they don't charge for labor. 24/7/365 troubleshooting at no additional cost. Only hourly cost is when they suggest projects. Hourly Cost is \$150. Price does not increase each year.
Logicalis	Michigan	Unk. Website expresses the need for public safety and security. Unknown what departments they handle.	No.	Yearly cost of \$36,000 for entire city. Offers 24/7 support. Anything over a level 1 support issue (more than a password reset etc.) is \$175 per hour with a 3hr min for each service call.
Visicom	Michigan	No. SL City's current IT company. Unable to provide encryption to CLOUD storage which is the server backup.	No.	Yearly contract cost of \$20,240. Average \$33,500/year in hourly and equipment cost in addition to the contract cost. <u>Total cost is between \$52k and \$55k for entire city per year (3 year average).</u> 24/7 troubleshooting at additional cost. Provides on-site IT two days per month. Hourly rate of \$115 for anything over the 38hr allotment per quarter. Price increases by 3% each year.



I.T. Right Service Contract

PROPOSAL FOR SERVICES

BOX 160 BATH MI 48808 * 1.855.ITRIGHT

I.T. Right, PO Box 160 Bath MI 48808

I.T. RIGHT SERVICE CONTRACT

This Agreement is made effective as of _____, by and between **South Lyon, City,** and **I.T. Right** of 5815 East Clark Road, Bath Michigan 48808.

In this Agreement, the party who is contracting to receive services shall be referred to as "The Client", and the party who will be providing the services shall be referred to as "I.T. RIGHT". I.T. RIGHT has a background in Computer technology and is willing to provide services to The Client based on this background. The Client desires to have services provided by I.T. RIGHT.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on _____ I.T. RIGHT will provide the following services (collectively, the "Services"): Repair and maintenance of computer equipment and the computer network. This includes the existing computers and related network equipment within the client's office.

2. SERVICES NOT COVERED. I.T. Right reserves the right to charge an hourly rate for labor related to the design and implementation of new equipment/technologies. Client will be notified ahead of time of any extra charges involved before the work is started. Client will be responsible for the purchase of any hardware or software items. Replacement of Servers, and Wiring services are considered new technology, are not covered under this contract and will be billed separately.

3. PAYMENT. The Client will pay a fee to I.T. RIGHT for the Services in the amount of **\$35,500.00**. This fee shall be payable within 30 days unless otherwise notated in this document.

4. PERFORMANCE OF SERVICES. I.T. RIGHT shall determine the manner in which the Services are to be performed and the specific hours to be worked by I.T. RIGHT. The Client will rely on I.T. RIGHT to work as many hours as may be reasonably necessary to fulfill I.T. RIGHT's obligations under this Agreement.

5. THIS SECTION INTENTIONALLY LEFT BLANK.

6. NEW PROJECT APPROVAL. I.T. RIGHT and The Client recognize that I.T. RIGHT's Services will include working on various projects for The Client. I.T. RIGHT shall obtain the approval of The Client prior to the commencement of a new project.

7. TERM/TERMINATION. This Agreement shall be effective for a period of 1 year. Either party reserves the right to terminate this contract at any time provided 30 days' notice is given. The remaining time will be prorated and paid to the client.

8. EMPLOYEES. I.T. RIGHT's employees, if any, who perform services for The Client under this Agreement shall also be bound by the provisions of this Agreement.

I.T. RIGHT SERVICE CONTRACT

9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Service contract:

If for The Client:

South Lyon, City
355 S Warrn
48178 South Lyon
United States

If for I.T. RIGHT:

I.T. Right
Dan Eggleston
5815 East Clark Road Suite G
Bath Michigan 48808

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. APPLICABLE LAW. The laws of the State of Michigan shall govern this Agreement.

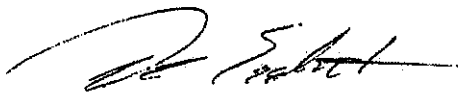
Party receiving services: **South Lyon, City**

Accepted By: _____

Title: _____

Party providing services: I.T. Right

Proposed By



Dan Eggleston, Director of Information Technology

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Appendix A QUOTE



*Information Technology Solutions that
Work for Local Government*

QUOTE #	ITRQ13090
DATE	6/20/2019

TO Paul Zelenak
South Lyon, City
355 S Warrn
48178 South Lyon
United States
Phone: 248-437-1735

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
mallen			

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Unlimited Annual Labor Service Contract Bundle	\$35,500.00	\$35,500.00
	Additional Services Included:		
	Managed Anti-virus		
	Workstation Proactive Performance Monitoring, Patch Management, Scheduled Maintenance, Predictive Hardware Failure, and Intrusion Detection.		
	Server Proactive Performance Monitoring, Patch Management, Scheduled Maintenance, Predictive Hardware Failure, Health Checks, and Intrusion Detection.		
	Remote Backup		
	Proactive Network Administration / Project Design and VCIO Management / Budget Planning		

Thank You For Your Business!

SUBTOTAL	\$35,500.00
SALES TAX	\$0.00

I.T. Right, PO Box 160 Bath MI 48808

I.T. RIGHT SERVICE CONTRACT

TOTAL	\$35,500.00
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VisiCom Services, Inc.

2534 S. Rochester Rd • Rochester Hills MI 48307 • 248-299-0300

Network Support Services Agreement

This is an agreement between VisiCom Services, Inc. ("VSI") and City of South Lyon ("Customer"). VSI will provide computer network related services to Customer and Customer will compensate VSI as described below.

1. Quarterly Network Support and Review Services –

A. *Services Provided by VSI:*

- Network monitoring service for up to 43 devices including physical computers, virtual computers, and network file servers 8AM-5PM Mon – Fri
- Included software licensing for remote monitoring, centralized antivirus, windows patch management, 3rd party software patch / version management and automated computer health maintenance for up to 43 computers (Any additional licenses required over the 43 included will be added to the quarterly invoice as utilized)
- Hardware asset tracking / reporting through use of automated scanning software
- 38 Hours per quarter on-site / remote proactive support
 - Includes approximately 8 hours pre-scheduled on-site per month plus approximately 4 hours per month for remote administration and support.
 - Hours are applied against the customer balance as used for direct user support, server admin, software admin including monitoring, AV, patch management, backup administration, etc.
- Emergency on call coverage for critical IT Systems
- Semi-Annual Security Scan / Reporting at Customer request as described below
- Annual IT environment review meeting with City Manager
- Access to VisiCom temporary emergency spare equipment (File Server, Network Switch, Firewall)

B. *Payment:*

- Customer will pre-pay VSI \$5,060.15 per quarter for services as described above plus NO one-time start-up fee to cover network monitoring software license fees and will pay a rate of \$115.00 per hour for any additional Network Engineering services beyond those listed above.
- Invoicing will be broken out as follows:
 - 38 Hours per quarter at \$115.00 per hour: \$4,370.00
 - 43 Computers Remote Monitoring / Maintenance Software, AntiVirus, Patch Management at \$5.35 per computer per month: \$690.15
 - Emergency coverage will follow our on call policy and be billed at a rate of 1.5X the normal rate when required.
- VSI will apply service hours as utilized by Customer against this prepaid amount.
- VSI will allow Customer to "carry over" any excess of the prepaid amount to the following quarter. Any applicable carry over will be applied against any additional services provided as described below and will not be utilized to reduce the amount of prepayment for the following quarter.
- Semi-Annual Security Scans and Reporting will be invoiced separately at \$1,650.00 per year at Customer request and approval.
- Above rates will be increased annually by 3%.

C. *Term; Cancellation:*

- This Agreement term is a Three Year service agreement starting July 1, 2018.



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- This Agreement can be cancelled by either VSI or Customer by providing 90 days written notice to the other party.
- If applicable, upon the effective date of such cancellation of this Agreement VSI shall forthwith refund to Customer any amounts prepaid by Customer not utilized upon the effective date of cancellation.
- If applicable, upon the effective date of such cancellation of this Agreement VSI shall invoice Customer for any services rendered above and beyond the amounts already paid by Customer and Customer shall forthwith make payment to VSI for such services rendered up to the effective date of cancellation.

2. Additional Services –

A. *Additional Services:*

- VSI may provide additional services at the request and direction of Customer management or staff above and beyond those specified in the previous section.

B. *Payment for Additional Services:*

- Any VSI additional services rendered, as described above, in excess of those specified in the previous section will be accrued at the prevailing applicable contract rate at the time such services are rendered. These additional services will be invoiced at the end of the month in which such additional service was rendered. All other standard rate terms remain in effect for these additional services including mileage rates, holiday premiums, emergency response rates, etc. as applicable.

3. Additional Terms –

- For the purpose of determining applicable service rates, VSI defines Network Engineering as standard pre-scheduled engineering services including server and workstation maintenance and configuration, systems troubleshooting and support services.
- For the purpose of determining applicable service rates, VSI defines Senior Network Engineering / Project Management as advanced network engineering, project management, consulting work & studies covering technical operations / network architecture analysis / design, network security, and advanced routing / switching. Senior engineering services are provided at a higher rate as shown in our rate schedule.
- VSI will use its reasonable best efforts to perform the services in a good and workman like manner as described in this Agreement. VSI shall perform all work in such a manner as to cause minimum interference with the operations of Customer.
- VSI shall keep confidential any proprietary information that it learns in performing under this contract. This provision shall survive the termination of this agreement.
- VSI standard business hours are Monday – Friday, 8:00 a.m. – 5:00 p.m.
- Service provided before 6:00 a.m. or after 8:00 p.m. Monday – Friday or at any time one Saturday or Sunday will be billed at 1.25 (one and one quarter) times the applicable rates for scheduled services.
- Service provided on an emergency response basis will be billed at 1.50 (one and one half) times the applicable rates.
- VSI observes the following to be Holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve (after 1:00pm EST), and Christmas Day. Any request for



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- service on these VSI holidays will be billed at 4.00 (four) times the applicable rates for scheduled service and shall be billed at a minimum for four (4) hours per occurrence.
- I. Travel rates are accrued at the applicable rate for scheduled service plus current IRS mileage charge for all miles traveled between Customer's locations, if necessary. All travel between Customer locations will be approved in advance. Out-of-state & overnight travel expenses will be invoiced to customer at our cost and due upon receipt.
 - J. VSI shall have the right to waive emergency, off-hour, holiday, and / or senior engineer hourly rate premiums at VSI's sole discretion without limitation to future enforceability of the applicable rate premiums.
 - K. Customer payment terms are net thirty (30) days. Any VSI invoices that are not paid by Customer within thirty days are subject to a 1.5% per month finance charge.
 - L. Customer shall timely pay to VSI the sums required by this Agreement, without reduction or set-off. VSI shall have all remedies available to it by law or equity. Such remedies shall be cumulative and not exclusive of one another.
 - M. VSI shall be afforded such access and rights to the Customer network systems as shall be necessary in order for VSI to be able to carry out its obligations under this Agreement at Customer's discretion.
 - N. Customer will appoint no more than two individuals at each site to act as points of contact when dealing with network emergencies.
 - O. Calls to VSI requesting emergency response will be placed to (248) 299-0300, extension 111. If Customer does not receive a return call within 30 minutes, Customer shall follow the escalation procedure jointly developed between customer and VSI for such purposes.
 - P. Unless explicitly specified otherwise, VSI will provide "best efforts" emergency response with reasonable diligence under the existing circumstances and use its reasonably best efforts to provide telephone response within one hour and on-site counsel within four hours following Customer's request as required, permitting reasonable circumstances outside of VSI's control.
 - Q. Customer agrees not to utilize the services of any individual outside of this Agreement who, to the best of the Customer's knowledge, is a current VSI employee or who has been a VSI employee in the 180 days. The phrase "utilize the services of" as used above includes, but is not limited to, employing, contracting, and subcontracting. This provision specifically excludes any individual once they have been outside of the employ of VSI for a period of 180 days or more. Customer agrees that their breach of this provision shall entitle VSI to charge Customer an amount equal to 400 times our current contract rate as an employee placement fee. This provision shall survive the termination of this Agreement.
 - R. VSI shall not be responsible or liable to Customer for failure to timely respond or perform the services contemplated by this Agreement where such failure is due to fire, flood, storm, power outages, strikes, shortages, Acts of God, civil disturbances, terrorist acts and other Force Majeure, or other circumstances beyond VSI's reasonable control.
 - S. VSI will not be responsible for any of the following potential problems, should they occur: commercial software errors or "bugs;" hardware defects, malfunctions or failures; computer viruses; power loss or electrical-related damage; telecommunications failures; data loss; loss of use; Customer compliance with commercial software licensing agreements; or any internal or external computer or network security breaches. Due to the nature of these potential problems, VSI provides no warranty or guarantee that any or all of these potential problems can be totally prevented and accepts no liability whatsoever in the event that any or all of these potential problems occur even if Customer has requested or VSI has provided advice or services to reduce their likelihood.
 - T. VSI will not be responsible to restore any Customer computer system to full operation unless Customer provides VSI with necessary data and licensed software media such as, but not limited to, diskettes, CDs, tapes, and other necessary items. Furthermore, VSI does not assure that it can restore the system



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- to full operation. VSI will examine and analyze the reasons for malfunction of the system and determine what repairs are necessary.
- U. Customer will promptly notify VSI of any failure or defect in services provided by VSI and permit VSI an opportunity to cure and rectify such failure or defect. The maximum liability, if any, of VSI for all direct damages, including without limitation Agreement damages and damages for injuries to persons or property, whether arising from VSI's breach of this Agreement, breach of warranty, negligence, strict liability, or other tort with respect to the Equipment or services to be provided hereunder, is limited to an amount not to exceed the quarterly payment price paid hereunder. In no event shall VSI be liable to Customer for any incidental, consequential, or special damages, including without limitation lost revenues and profits. Even if it has been advised of the possibility of such damages, the right to recover damages within the limitations specified is Customer's exclusive alternative remedy in the event that any other contractual remedy fails of its essential purpose.

Signed and agreed to on the dates indicated below.

Lloyd T. Collins Lloyd T. Collins
Customer's Authorized Representative: Printed Name / Signature
Interim City Manager

08/10/18
Date

VisiCom Services, Inc.

By: Patrick Casey
Patrick Casey, President

8/17/18
Date